REMARKS

Claims 2-10, 12-19, and 21 are pending in this application.

Applicants have amended claims 2 and 12. The changes to the claims made herein do not introduce any new matter.

Telephonic Interview of July 22, 2008 – Interview Summary

A telephonic interview was conducted on July 22, 2008 between George B. Leavell, representing Applicants, and Examiner Anderson. During the interview, the differences between the *Lee et al.* reference (US 2004/0117383 A1) and the claimed subject matter were discussed; however, no agreements were reached. The Examiner requested that the Applicants' characterization of the prior art be presented in detailed written form for his full consideration. Accordingly, Applicants detailed comments are set forth below.

Rejections under 35 U.S.C. § 103

Applicants respectfully request reconsideration of the following rejections:

1) the rejection of claims 2-4, 6, 9, 10, 12, 13, 19, and 21 under 35 U.S.C. § 103(a) as being unpatentable over *Lee et al.* ("*Lee*") (US 2004/0117383 A1) in view of *O'Hagan et al.* ("*O'Hagan*") (US 2002/0145038 A1);

2) the rejection of claim 5 under 35 U.S.C. § 103(a) as being unpatentable over *Lee* in view of *O'Hagan* as applied to claim 4 and further in view of *McConnell et al.* ("*McConnell*") (US 7,240,027 B1);

3) the rejection of claim 8 under 35 U.S.C. § 103(a) as being unpatentable over *Lee* in view of *O'Hagan* as applied to claim 2 and further in view of *McMahon et al.* ("*McMahon*") (US 2001/0034726 A1);

4) the rejection of claims 14-17 under 35 U.S.C. § 103(a) as being unpatentable over *Lee* in view of *O'Hagan* as applied to claim 12 and further in view of *McMahon*;

5) the rejection of claim 18 under 35 U.S.C. § 103(a) as being unpatentable over *Lee*

in view of *O'Hagan* as applied to claim 12 and further in view of *McMahon*; and

6) the rejection of claim 7 under 35 U.S.C. § 103(a) as being unpatentable over *Lee* in

view of *O'Hagan* as applied to claim 6 and further in view of *McMahon* and further in view

of *McConnell*.

As will be explained in more detail below, the combination of *Lee* in view of

O'Hagan would not have rendered the subject matter defined in independent claims 2, 12 and

21, as amended herein, obvious to one having ordinary skill in the art.

In formulating the obviousness rejection of independent claims 2, 12 and 21, the

Examiner relies on paragraphs [0074] and [0113] of *Lee*, which provide as follows:

> [0074] To add new product information, the database interface 70 (at step 524) accesses the
> input template 74 and builds an HTML web page. At step 526, the built HTML input page is
> then sent to the call center computer 40, where the CSR can enter the product information
> such as product name, model number, serial number, purchase date, vendor (if procured via
> Procurement module 290), etc. The HTTP server 52 then receives the HTML input page with
> the purchase information entered by the CSR. **In response, the HTTP server 52 requests
> the database interface 70 to update the purchase information 114 and the customer
> modification history 118 fields, and the updated customer record 62a, b, . . . n will be
> redisplayed in one or more linked display pages at step 512.** (Emphasis added.)

> [0113] If the product is determined to be in inventory at step 829, then an automatic order
> printing queue is generated at step 833 and picking sheets are printed. Also, customer,
> product and order information are updated in the database 60. At step 835, a warehouse clerk
> or agent retrieves the ordered product according to the picking sheets and updates inventory
> allocation and order status. The agent then packages the product in step 837, updates the
> order status and requests shipping label from a selected shipping carrier (step 839). The order
> status is again updated with carrier information and the shipping tracking number. At step
> 841, the agent then ships the package, updates order status, and deducts inventory. **The
> purpose in updating product, inventory and order status at each step is to provide
> CSR's, inventory management personnel, and customers real-time information
> concerning the order lifecycle.** (Emphasis added.)

The Examiner relies on paragraphs [0074] and [0113] of *Lee* to refute Applicants'

claimed feature of "the order option selection element is enabled as selectable when the

product quote is in the valid period and the order option selection element is disabled as

unselectable while the update option selection element is enabled as selectable when the valid

period of the product quote has expired."

The Examiner further states, on page 21 of the present Office Action, that *"Lee* makes it very clear that updated quotes are available to customers in real time. This obviates the circumstance of not being able to place an order at any price quote."

While Applicants do not agree that *Lee* makes quotes available in real time, Applicants submit that even if *Lee* did make quotes available in real time, *Lee* still neither teaches nor suggests the feature of Applicants' claims wherein "the order option selection element is enabled as selectable when the product quote is in the valid period and the order option selection element is disabled as unselectable while the update option selection element is enabled as selectable when the valid period of the product quote has expired" as *Lee* would not require this functionality to prepare real time quotes.

Further, Applicants' system is more flexible than *Lee's* system as *Lee* cannot prepare quotes for products where this functionality is still needed, such as in products and circumstances where a quote cannot be prepared or updated in real time or near real time, for example, in a product ordering system that has an error or is unable to retrieve a particular data field value required for the quote or a quote that requires a human input on the seller's portion of the transaction to complete.

Therefore, if *Lee* teaches a real time quote preparation system, then Applicants submit that *Lee* can neither teach nor even suggest Applicants' claimed feature of "the order option selection element is enabled as selectable when the product quote is in the valid period and the order option selection element is disabled as unselectable while the update option selection element is enabled as selectable when the valid period of the product quote has expired."

Further, the subject claim feature gives Applicants' system a more flexible functionality that can accommodate those products and circumstances cited above that the system of *Lee* cannot accommodate.

Lee's paragraph [0074] requires updating purchase information 114, customer modification history 118, and customer record 62. *Lee* further defines "the purchase information 114" as including the purchasing history about a customer, such as serial numbers, model names, parts requests, and purchase dates, as indicated in *Lee's* paragraph [0040]. The customer modification history 118 includes changes to the customer record, as indicated in *Lee's* paragraph [0042]. The customer record 62 is regarding a customer, which includes the purchase information 114 and customer modification history 118. *Lee* describes requiring updating these fields but does not describe updating a specified quote and price. Further, many of the data entries required by *Lee* are manual entries or inquiries requiring the customer to manually enter updates for these items as part of updating a specified quote and price.

Further, *Lee*, at paragraph [0113], requires updating customer, product and order information, inventory allocation and order status. Details of product information and order information are described in [0056] or [0059]. However, these paragraphs cannot reasonably be considered to suggest a specified quote and its price.

The Examiner states "*Lee* does not disclose order option is enabled as selectable in a valid period and the order is disabled as unselectable when valid period of the product has expired." Final Office Action at page 4. To remedy this deficiency, the Examiner asserts that "O'Hagan et al discloses [0136], the product list 970 includes information relating to every product available in the store. The information typically includes product description, UPC code for the product, product price, termination period for price quote, etc. O'Hagan et al also discloses [0170] [t]hus, the price quote remains in effect for the period of time noted to the customer." Final Office Action at pages 4-5. The Examiner concludes that it would have been obvious to one having ordinary skill in the art "to utilize the teachings of O'Hagan et al in the device of Lee et al. The motivation would be to provide electronic current applicable

pricing information to the customer during the specified period." Final Office Action at

pages 4-5.

In the electronic quotation system defined in present claim 2, once a price is quoted as

being valid for a limited time, after the limited time has elapsed, a user can request an update

quote but cannot place an order at the quoted price. The *O'Hagan* reference discloses that the

price quote is valid until a certain date that is noted to the customer. Nevertheless, there is no

disclosure or suggestion in the *O'Hagan* reference regarding the user being able to request an

update quote after the limited time has elapsed, while not being able to place an order at the

quoted price after the limited time has elapsed. Further, this aspect of present claim 2 is

neither disclosed nor suggested in the *Lee* reference. As such, even if the *Lee* and *O'Hagan*

references were to be combined in the manner proposed by the Examiner, the subject matter

defined in present claim 2 would not have resulted.

Independent claim 12 defines an electronic quotation method that corresponds to the

electronic quotation system defined in claim 2. Thus, the combination of the *Lee* and

O'Hagan references also would not have resulted in the subject matter defined in present

claim 12.

Independent claim 21 defines an electronic quotation method that includes the claimed

feature "said method displaying the order window including the order option selection

element enabled as selectable when the product quote is in the valid period and displaying the

quote window including the update option selection element enabled as selectable when the

valid period of the product quote has expired." Thus, as described above with regard to claim

2, the combination of the *Lee* and *O'Hagan* references also would not have resulted in the

subject matter defined in present claim 21.

In summary, the combination of the *Lee* and *O'Hagan* references would not have

resulted in either an electronic quotation system having each and every feature recited in

present claim 2 or an electronic quotation method having each and every feature recited in present claims 12 and 21. As such, the combination of the *Lee* and *O'Hagan* references would not have rendered the claimed subject matter obvious to one having ordinary skill in the art.

Accordingly, for at least the foregoing reasons, independent claims 2, 12, and 21, as presented herein, are patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan*. Claims 3, 4, 6, 9, and 10, each of which ultimately depends from claim 1, and claims 13 and 19, each of which ultimately depends from claim 12, are likewise patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan* for at least the same reasons set forth above regarding the applicable independent claim.

In the Office Action, the Examiner rejected claims 5, 7, 8, and 14-18 under 35 U.S.C. § 103(a) as being unpatentable over the combination of *Lee* in view *O'Hagan*, and further in view of two secondary references, namely, *McConnell* and *McMahon*. Each of claims 5, 7, 8, and 14-18 ultimately depends from either claim 2 or claim 12. Neither the *McConnell* reference nor the *McMahon* reference cures the above-discussed deficiencies of the combination of *Lee* in view of *O'Hagan* relative to the subject matter defined in present claims 2 and 12. Accordingly, claims 5, 7, 8, and 14-18 are patentable under 35 U.S.C. § 103(a) over the combination of *Lee* in view of *O'Hagan*, and further in view of either *McConnell* or *McMahon* for at least the reason that each of these claims depends from either claim 2 or claim 12.

Conclusion

In view of the foregoing, Applicants respectfully request reconsideration and reexamination of claims 2-10, 12-19, and 21, as presented herein, and submit that these claims are in condition for allowance. Accordingly, a notice of allowance is respectfully requested. In the event a telephone conversation would expedite the prosecution of this

application, the Examiner may reach the undersigned at **(408) 749-6902**. If any additional

fees are due in connection with the filing of this paper, then the Commissioner is authorized

to charge such fees to Deposit Account No. 50-0805 (Order No. ITECP004).

Respectfully submitted,
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